

AEGIS COMPANY CONFIDENTIAL AND PROPRIETARY INFORMATION

AEGIS LLC

INTERNATIONAL ASSIGNMENT EMPLOYMENT AGREEMENT ("Agreement")

TERMS OF OFFER

On behalf of Aegis Defense Services LLC of 2300 Wilson Blvd, Suite 310, Arlington Virginia, 22201 ("Aegis LLC" or "the Employer"), this confirms our discussion offering you, [REDACTED] ("Employee"), an employment assignment with Aegis LLC in the position of [REDACTED] ("Position"), in the country of Afghanistan (the "Assignment"), reporting to Shift/Leader. Employment is in support of the U.S. Department of State ("DoS" or the "Client") Worldwide Protective Services ("WPS") contract, with operations throughout the world and location subject to change.

This International Assignment Employment Agreement ("Agreement") which includes the Attachments hereto, sets forth the terms and conditions of your Employment and Assignment and is conditional upon successful completion of all training requirements, as set forth in Annex D, Training and Pre-Deployment Terms.

Your International Assignment will commence on or about 15 June 2012 upon arrival in Kabul, Afghanistan ("Afghanistan" or "Host Country").

Your salary consists of a base daily rate of \$ 336.75 plus 35% (of Base Rate) Post Hardship Differential Pay ("PHDP") and 35% (of Base Rate) Danger Pay ("DP"). Therefore, the current daily rate, including the 35% base rate for PHDP and 35% for DP, equates to \$ 572.48. The PHDP and the DP are subject to change based upon U.S. Department of State regulations and are not payable while the Employee is on leave. Salary will be based on an expected six (6) day work week and an anticipated 15 week on/5 week off leave rotation. Expected rotation may be altered based on operational requirements. Your salary is payable in arrears in US dollars and in accordance with Aegis standard payroll processing and is subject to applicable taxes and withholdings.

The standard work week comprises of a 12 hour shift, 6 days per week. The work week is generally seventy-two (72) hours. Due to the nature of the work, start times and end times of shifts may vary, and hours of work will be based on the Client's needs. The Employee may be required to work beyond his/her regularly scheduled shift and/or work week (if required by the Client and if so required, Employee will be compensated accordingly). When not on duty, the Employee will be informed whether he is off duty or on standby. The Employee shall ensure that he is available for immediate deployment when on standby and for recall within 4 hours when not on duty.

PERIOD TO CONSIDER THIS OFFER

This offer of employment is valid for ten (10) days from the date of this letter. If Aegis LLC Human Resources does not receive a timely written reply and/or acceptance, this offer shall become null and void at the expiration of the ten (10) day period. To accept this offer, you must read, sign and return for receipt by Aegis LLC within that time limit this document; Attachment

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A, Compliance with U.S. and Host Country Laws, Use of Force, Fitness for Duty and Hazards; Attachment B, Restrictive Covenants; Attachment C, Aegis Media Policy; and Attachment D, Aegis Training and Pre-Deployment Terms, which together comprise the Agreement.

AGREEMENT

This Agreement between Aegis LLC and Employee provides the terms and conditions of your employment and Assignment. The defined terms set forth in the Terms of Offer above are hereby incorporated into this Agreement. In particular the Employee agrees that the:

- (a) Employee's work and conduct will be in accordance with all applicable laws, including international, Host Nation, and U.S. federal, state, and local;
- (b) Employee's employment is "at will," which means that you or the Employer may end it at any time for any reason, with or without notice, except as specifically provided herein.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

GENERAL ASSIGNMENT INFORMATION

1.1 Purpose of Employment and Effective Date.

- (a) Employer is engaged in the performance of a task order in connection with the WPS Contract with the DoS to assist in planning and managing personal protective, static guard, and emergency response security services in Afghanistan and other worldwide locations.
- (b) The Effective Date of your Assignment is the date of your arrival in the Host Country; however, your employment begins no later than your first day of training.
- (c) Employer desires to employ you to perform work in support of its task order from DoS. Aegis LLC has informed you of the nature of the living and working conditions in the Host Country and possible exposure to risk of injury or death as a result of political unrest, insurrection, war and similar conditions. You acknowledge and assume the potential risks and desire to undertake work for the Employer under the terms and conditions set forth below.
- (d) Your duties and work may require you to travel throughout the Host Country and/or neighboring countries or theater of assignment(s). Such travel will be conducted in accordance with all applicable Host Country and U.S. Government regulations including as applicable regulations relating to force protection and security requirements.

1.2 Obligations of Employer.

- (a) If Aegis LLC did not obtain the Host Country Single Entry Visa on your behalf and you expended personal funds to obtain it, Aegis LLC will reimburse you for its cost if you provide an original receipt.
- (b) Aegis LLC will pay the fee to convert your Single Entry Visa to a Multiple Entry Visa (for 6 months) and renewal(s) thereafter based on the duration of your Assignment.

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- (c) Aegis LLC will pay the fee if required for your work permit in the Host Country (for 1 year duration) and renewals(s) thereafter based on the duration of your Agreement and any extensions thereto.
- (d) Aegis LLC will pay the cost for economy class air travel, allowed under the Worldwide Protective Services (WPS) Contract, for you to travel to your duty Assignment location.
- (e) Aegis LLC will pay for all of your approved leave flights in accordance with the company travel policy.
- (f) Upon successful completion of your Assignment, Aegis LLC will pay the cost for economy class air travel from your duty Assignment location to your home of record/point of origin.

1.3 Obligations of Employee.

- (a) Employee shall perform all work required by his/her position on behalf of Aegis LLC in connection with the WPS contract and his/her specific job description in the Host Country.
- (b) Employee's work and conduct will be in accordance with all applicable laws and regulations, including international, host nation, and U.S. federal, state and local. The Employee acknowledges that they are required to comply with all applicable diplomatic and military orders and agreements; which may include, but are not limited to, USFOR-A, ISAF, DoS, and NATO rules and regulations in the theater of operations.
- (c) Employee's employment is "at will," which means that you or the Employer may end it at any time for any reason, with or without notice, except as specifically provided herein. If you choose to end employment hereunder, or give the Employer "cause" (as discussed in Article 4) to end your employment before a year has passed from commencement of your Assignment or the end of the Aegis LLC Contract under which you are working (if less than a year), you may be charged for all expenses of your Employment and any other costs or expenses subject to set off in this Agreement, including (a) the replacement cost of any equipment provided to the Employee during his employment that is not returned to Aegis LLC in the same condition (less reasonable fair wear and tear) at the end of the Assignment and (b) any costs associated with return transportation to your home of record/point of origin. All/any such sums will be treated as a debt owing to Aegis LLC and will be deducted from any payments owed to you.
- (d) Employee will be responsible for completing timecards and expense reports in accordance with company policy.
- (e) Employee understands and accepts that their personnel records are subject to review, to include medical records, by the US or Host Nation Government for administrative processing, inspection, investigation, and/or auditing purposes.

1.4 Deployment and Assignment Duration. Subject to the terms herein, including without limitation Aegis LLC's right to terminate under Articles 4 or 12 hereof, this Agreement shall continue for twelve months from Assignment date, with an option to extend by mutual agreement on one month's prior notice. If Aegis LLC extends this Agreement, it may change the terms and conditions by notice to the Employee, with changes provided to Employee prior to the effective date of the extension.

1.5 Performance Obligations. During your Assignment, you will, with due regard to time off and rest, devote your full time, energy, and skills to Aegis LLC's business and your job duties, except during periods of leave and such other absences as approved by Aegis LLC, or

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because of illness, or otherwise required under law. For the duration of the Assignment you shall:

- (a) Faithfully and diligently perform those duties and such responsibilities which are from time-to-time assigned to or vested in you;
- (b) Discharge your responsibilities in accordance with the requirements of applicable law and your legal and fiduciary duties thereunder;
- (c) Abide by the laws and customs of the Assignment country, including those relating to criminal activity, automobiles, traffic violations, personal conduct, and relations with citizens of the Assignment country;
- (d) Obey all lawful and reasonable directions of your management and the Client(s);
- (e) Use your best efforts to promote the interests of Aegis LLC;
- (f) Not at any time make untrue, misleading, or disparaging statements relating to Aegis LLC, its Client(s), and/or the Host Country;
- (g) Not at any time act as an employee, contractor or representative of any entity other than Aegis LLC, unless prior authorization is provided in writing by Aegis LLC;
- (h) Abide by all the policies and procedures of Aegis LLC and its Client(s) as notified or made available;
- (i) Comply with your obligations under the terms and conditions of this Agreement;
- (j) Be of neat appearance and well turned out at all times, and comply with all uniform/dress regulations for the Assignment; and
- (k) Not possess or consume any alcohol, nor possess or use drugs or substances prohibited in the U.S., Host Country, or under any applicable SOPs while at the WPS training facility and in the Host Country.
- (l) Maintain all necessary standards for employment including proper security clearance and physical fitness requirements

1.6 No Impediments. You warrant that you are able to fulfill the requirements, duties and responsibilities of this Agreement without breaching any contractual obligations or duties you may have with any former employer or other person or entity. You further promise that you do not know of any legal impediment to your acceptance of this Agreement or fulfillment of your obligations hereunder.

1.7 Assignment Location. During the Assignment, you will primarily work in and around Kabul, Afghanistan. You may be temporarily and/or permanently assigned to other locations within Host Country based on Aegis LLC's or the Client's needs.

1.8 Reassignment and Transfer. Aegis LLC has the right to reassign you either on a permanent or temporary basis to other locations in Host Country or elsewhere. In the event of a reassignment or transfer to a country other than Host Country, the terms of this Agreement may not be applicable and Aegis LLC may offer you a revised agreement. If you refuse a transfer or reassignment to another location or country, your refusal will terminate your employment and will constitute a voluntary resignation.

1.9 Training. Prior to Assignment, you must attend and complete all required training courses as related to your Position. After successful completion of these courses, you will be deployed to the Host Country.

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1.10 Pre-Deployment Period. On successful completion of your Training Requirement, Aegis LLC will endeavor to deploy you to your Assignment immediately. In the event that your deployment is delayed for any reason identified by either the Client or Aegis LLC you will be notified of the amended deployment date.

ARTICLE 2

COMPENSATION AND BENEFITS:

2.1 Compensation, Medical Care, and Insurance. You will be paid in accordance with Aegis LLC's standard payroll processing procedures for work in theater as stated in Terms of Offer above, inclusive of PHDP and DP.

During your Assignment you will be covered by Defense Base Act (DBA) Insurance, as well as emergency medical repatriation insurance while you are working in theater. You will be covered under workman's compensation while in training. You will not be covered for any incident arising from a pre-existing condition regardless of whether you were aware of this condition prior to deployment. Except as expressly set out herein you will not be covered for any incident that occurs while you are on leave and outside the Host Country.

When you are not in theater, you will only be eligible for medical insurance if you have enrolled and paid the premiums. You and your eligible dependents are eligible to enroll in an Aegis LLC sponsored medical plan. You will be required to pay the employee premium towards your medical coverage. If you enroll your eligible dependents, you will also be required to pay the employee premium for their medical coverage.

Benefit details are contained in the relevant insurance policy plan documents, the provisions of which control at all times. Aegis LLC reserves the right to amend the terms of the insurance coverage from time to time and will notify the Employee of any changes to the coverage. You are advised to make a will before deploying and to designate your beneficiaries under any applicable insurance policy.

2.2 Taxes. All Aegis LLC employees are responsible for any income tax filing provisions in accordance with their country of origin income tax laws and regulations. Aegis LLC will not bear any responsibilities for any tax liability with the exception of making statutory deductions required by the applicable tax laws and regulations. Aegis LLC is required to withhold Afghan tax liabilities and will provide an annual statement showing such deductions for use in any necessary country of origin income tax declarations.

2.3 Housing, Food, Expenses and Medical Care in Theater. Aegis LLC will provide you with housing accommodation and three (3) meals per day while in the Assignment location as well as during any training required by the WPS Contract at the specified facility. Each facility will be staffed with medical personnel in the event the Employee requires emergency treatment/medical care. While in theater medical care (not including care for a pre-existing condition) will be covered as appropriate by DBA (or any other applicable insurance). To the extent any food or housing costs are necessary due to lack of availability under Aegis LLC or US

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government provisions, costs can only be incurred with prior written approval and in accordance with Aegis LLC's travel and expense policy.

2.4 Limitations. You agree that the compensation and benefits available to you during the Assignment are limited to that set forth in this Agreement. All reimbursable expenses must be preauthorized by Aegis LLC and comply with its policies and procedures regarding authorized expense reimbursement.

ARTICLE 3 **PERFORMANCE APPRAISAL**

The Employee may be subject to performance reviews. In the event these are conducted, the Employee will be evaluated against their tasks, functions, and the responsibilities of their established positions. A rating will be determined by your immediate superior against the criteria for your position along with any goals and objectives that have been established between you and your superior. The employee's performance will be taken into consideration in determining if any compensation increase is warranted for the ensuing year to base compensation. The Employee acknowledges that any increases in compensation are solely at Aegis LLC's discretion and not automatic notwithstanding positive performance appraisal.

ARTICLE 4 **DISMISSAL/TERMINATION FOR CAUSE:**

Notwithstanding the at-will employment relationship under this Agreement, the following as determined by Aegis LLC in its sole reasonable discretion are, without limitation, considered "cause" and will generally result in termination:

- (a) The Employee refuses to discharge any one or more of his/her duties;
- (b) The Employee fails to successfully obtain and maintain an appropriate Personal Security Clearance;
- (c) The Employee fails to successfully complete all required training courses for his/her labor category;
- (d) The Employee has committed a breach of confidentiality or other restrictive covenants incorporated herein in Attachments B and C;
- (e) The Employee has committed a serious breach of any of the other obligations or restrictions contained in the Agreement, including attachment A;
- (f) The actions or behavior of the Employee have in any other way endangered the security of the Client, or the staff or property of the Client or Aegis LLC, or may bring Aegis LLC's name into disrepute (including the use of social media, setting up of "blog sites," "email diaries," Facebook comments, Twitter feeds, etc.);
- (g) The Employee refuses to carry out any lawful instruction from any superior or managing representative.
- (h) The Employee demonstrates insubordinate behavior;
- (i) The Employee is found by Aegis LLC or the Client to be negligent or unable to perform the duties of his/her Position;
- (j) The Employee demonstrates behavior that constitutes suspicion of a psychological or physical condition that may prevent the Employee from meeting the required standards;

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- (k) The Employee has been convicted of a felony or any crime, relating to honor, honesty or public trust, and/or public morality;
- (l) The employee assumes a false identity and/or submits false certificates or references;
- (m) The employee repeatedly arrives at his/her workstation late or leaves the workstation early, without authorization from his/her immediate superior;
- (n) The employee repeatedly reports his/her time incorrectly on his/her timesheet whether intentionally or unintentionally;
- (o) The employee signs someone else's attendance or time record, or asks someone to sign in and/or improperly record and/or report his/her hours of work;
- (p) The employee has committed a mistake that entails material loss to Aegis LLC and/or Aegis LLC Client(s);
- (q) The employee fails to disclose a relevant family member or a familial relationship that is in violation of Aegis LLC's prohibition of nepotism or in Aegis LLC's sole opinion there is an actual and/or perceived conflict of interest;
- (r) The Employee directly or indirectly offers to pay, gives promises to pay or give or authorizes the payment or gift of money or anything of value to a government or public official, political party, political party official, political candidate, or representative of a state-owned entity (hereafter "Official"), for the purpose of influencing any official act or decision of such Official;
- (s) The Employee commits a serious offense, including, but not limited to:
 - (i) Use or possession of any drugs or substances (including alcohol) prohibited by the Agreement or any policy of Aegis LLC, whether directly or by reference, including non-medically prescribed steroids;
 - (ii) Theft, fraud, forgery or any criminal offense under any applicable law, physical violence, assault, harassment of any form, discrimination of any protected class, intimidation or sabotage;
 - (iii) Security breaches (including breach of provisions relating to confidential information of Aegis LLC or the Client);
 - (iv) Negligence or disregard for instructions or regulations;
 - (v) Absence without leave;
 - (vi) Negligent discharge or loss of a weapon;
 - (vii) Fraud, embezzlement, or the requesting, making or receiving of corrupt payments or gifts, or profiting from his/her role in any unauthorized way;
 - (viii) If while on duty or because of it, the Employee assaults or batters any Aegis LLC, project or Client staff members.

Aegis LLC shall not be obliged to investigate such incidents beyond what it considers reasonable and practicable in the prevailing operational circumstances. Aegis LLC may delegate the power to undertake any such investigation and/or to take the decision to terminate the Agreement to any third party at its sole discretion. If the Agreement is terminated in any of the circumstances set out above or if the Employees resigns, and the Employee is providing his services in Host Country at the time of termination or resignation, Aegis LLC may arrange and/or pay (but is not obliged to) for the Employee's return to the United States or the Employee's designated international hub airport. In the event of such a termination or resignation, Aegis LLC reserves the right to deduct any costs incurred as detailed in this Agreement as well as the cost of the Employee's deployment and return flight from any final payment due on termination. This

Article 4 does not restrict Aegis LLC's right to terminate employment under the Agreement at will.

ARTICLE 5
TERMINATION WITHOUT CAUSE:

During the term of the Agreement, Aegis LLC may terminate this Agreement without cause. In such case, Aegis will pay the cost for economy air travel from the Host Country to transport you to your home of record/point of origin.

ARTICLE 6
VOLUNTARY RESIGNATION

You may resign as an employee at will; however, if you are able to give at least thirty (30) days advance notice by submitting a letter of resignation to your superior, with a copy furnished to the Aegis Human Resources Department, and subject to the remainder of this clause, Aegis LLC will arrange the Employee's return to the Employee's designated home of record/point of origin and may (but is not obliged to) pay for costs associated with the return. If you satisfy all the terms and conditions herein, including without limitation your continued availability and operational effectiveness throughout the notice period, you will receive full compensation up to and including the last day worked. Aegis LLC reserves the right to reduce the final payment in order to settle any outstanding accounts you may have, including, but not limited to, the replacement cost of any Aegis LLC or Client property issued to you that is not returned and in good working order less any reasonable fair wear and tear.

ARTICLE 7
ABSENCE THROUGH ILLNESS OR INCAPACITY

If the Employee cannot carry out the work satisfactorily owing to illness or injury, Employee shall at once notify his/her superior. In these circumstances, Aegis LLC may immediately terminate its Agreement with Employee, notwithstanding any provision of such Agreement. Alternatively, or prior to such termination and where practicable in the reasonable opinion of Aegis LLC, other action may be taken by Aegis LLC (such as replacing the Employee on a temporary basis).

If the illness/injury occurs outside the Employee's home base, e.g. in theater where the Employee is employed, and requires the Employee to be hospitalized, Aegis LLC will arrange and/or pay for the Employee's return to the Employee's designated international hub airport and/or for all reasonably necessary medical treatment prior to such return. This Article is not applicable to any illness diagnosed or injury incurred by the Employee while not in theater working under the Agreement.

Aegis LLC may pay the Employee at a rate to be decided by Aegis LLC, at its sole discretion, for any period during which he/she remains employed by Aegis LLC and in the Host Country theater, but is unfit to perform his/her duties owing to illness, injury or other inability.

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ARTICLE 8
MEDICAL TREATMENT, SERIOUS ILLNESS OR DEATH

8.1 Medical Treatment. If you require medical treatment during your Assignment, such treatment will be obtained from whatever facilities are available in your Assignment location. If local treatment is not available, you will be transported to the nearest medical facility that can best treat you or returned to your home of record as quickly as possible. Employer provided DBA insurance will apply generally to work-related injuries or illness sustained during the course of your Assignment in theater. You have been provided with the option to enroll in Aegis LLC sponsored medical insurance coverage for illness or injuries sustained while on leave.

8.2 Serious Illness of You or Your Family Member. Assistance may be granted in cases of your serious illness while on Assignment, or in cases of the serious illness of a member of your immediate family or your spouse's immediate family residing at your home of record while you are on Assignment. Confirmation of the severity of the illness is required and should be sent to the Aegis LLC Local Program Manager (CONUS) and Aegis LLC Human Resources Department.

The Company may grant the Employee temporary unpaid leave at the discretion of the Project Manager (PM) (OCONUS) for circumstances owing to the death or serious illness of a dependent relative where his/her presence is required for up to a maximum of fourteen (14) days in any twelve (12) month period.

8.3 Death during Assignment. Should you die during the Assignment, Aegis LLC will pay expenses to prepare the body for shipping and will pay shipping costs to the established Point of Origin, Home of Record, or other approved location in accordance with DBA Insurance. Your designated beneficiary(s) will, where applicable, be eligible to receive death benefits as provided for under DBA Insurance.

ARTICLE 9
STANDARDS OF BUSINESS CONDUCT

You understand and agree that, for the duration of the Assignment, you will conduct your personal and professional activities with the highest standards of honesty, integrity, and ethical behavior, including compliance with Aegis LLC's Corporate Compliance Policy, which includes, but is not limited to the Aegis LLC Code of Business Conduct, and will act in the best interests of Aegis LLC and the Client at all times. Furthermore, you understand and agree that, during the Assignment, you will abide by all obligations imposed by the rules, policies, and directives of Aegis LLC that are applicable to employees on international assignments. You also agree to take all steps during the Assignment reasonably requested of you to assist Aegis LLC and its Client(s) in maintaining compliance with all applicable laws. You will not, while employed by Aegis LLC, directly or indirectly, accept payment or seek compensation from any activity related to your employment other than as an employee of LLC, engage in any other employment or business enterprise that either a) competes with Aegis LLC or the Aegis Group (being a subsidiary, affiliate, or parent of Aegis LLC), or b) conflicts in any way with your obligations under this Agreement.

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ARTICLE 10

PROPERTY AND INSPECTION

Any computer files, funds, documents, papers provided to the Employee by Aegis LLC or created by the Employee during his employment and which are made in the course of his duties under the Agreement or are made on Aegis or Client's property or otherwise relate, in any way, to Aegis LLC's business and affairs are Aegis LLC / Client property and therefore, subject to search and seizure. Aegis reserves the right to search and inspect all areas and property on or related to the workplace, including property provided to the Employee by Aegis LLC and any personal property belonging to the Employee. Immediately upon termination of employment by Aegis LLC for any reason whatsoever or resignation by the Employee, the Employee will deliver to Aegis LLC without keeping any copies, all funds, files, documents, papers or any other property in the Employee's possession which belong or relate to the interest or business of Aegis LLC or its Client(s) and will further comply with Attachment B. Failure to do so will result in Aegis LLC withholding the Employee's final salary payment and/or taking necessary legal action to recover property or equipment.

ARTICLE 11

COMPLETION OF ASSIGNMENT

11.1 Repatriation to the Point of Origin or Home of Record. Upon the successful completion of the Assignment, or the mutually agreed extension thereof, Aegis LLC will pay the cost for economy air travel from the Host Country to transport you to your home of record/point of origin.

11.2 No Termination-Related Pay for Assignment Completion. You will not be entitled to and you agree not to seek termination pay or severance ("Termination Pay") at the conclusion of your Assignment or if you are terminated. To the extent that you receive such Termination Pay, due to foreign law requirements or for any other reason, it shall offset any amount that you may be eligible to receive from, or under, any program of Aegis LLC.

ARTICLE 12

TERMINATION OF EMPLOYMENT

12.1 Termination and Notice. Nothing in this Agreement changes the "at will" nature of your employment or creates an agreement of employment for a specific duration, including without limitation any statement of the projected length of your Assignment. You agree and understand that your employment may be terminated by you or by Aegis LLC at any time for any reason without notice.

12.2 Pay Upon Termination. If you resign your employment during the Assignment, you will be entitled only to payment for the number of days worked. If Aegis LLC terminates your employment during the Assignment, you will be entitled only to payment for the number of days worked inclusive of the last day you performed work in-country as specifically provided for in this Agreement.

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12.3 Supplementary Conditions. Upon notice of termination by you or Aegis LLC, you are expected to remain available for work and to carry out normal duties prior to the expiration of the notice period; however, Aegis LLC shall have the right to relieve you of your duties and discontinue your access to Aegis LLC / Client(s) facilities and the work premises in its sole discretion. During the notice period and thereafter you remain subject to your duty of confidentiality and loyalty to Aegis LLC and the Client. Upon notice of termination and at the request of Aegis LLC, you agree to resign from any and all offices and appointments that you may hold by virtue of the Assignment or your employment. If you fail to do so within three (3) days of such request, Aegis LLC is hereby authorized to appoint someone in your place and on your behalf to sign any document and do any things necessary to effect such resignation or transfer of authority.

12.4 Termination of Assignment. Upon the termination of your Assignment, all terms, conditions and benefits provided by this Agreement shall likewise terminate, except to the extent this Agreement specifically provides to the contrary.

12.5 Out Processing. On termination of this Agreement, whether by resignation, dismissal or expiration, you must engage in a formal out-processing procedure ensuring the return of all badges, passes, equipment and material. Only when a) all badges, equipment, documentation or any other materials, that are in your possession or control in connection with your employment, have been returned and accounted for, and b) confirmation that you have returned to your designated international hub airport has been received, will any outstanding payments be considered due and be processed and paid. Aegis LLC reserves the right of off-set and to deduct from any final payment due the replacement cost of any equipment, materials or documents damaged or missing as a result of your negligence or misuse, reasonable wear and tear excluded.

ARTICLE 13

DISCIPLINE, DISPUTES, AND ARBITRATION OF CLAIMS

13.1 Disciplinary Procedure. The disciplinary procedure applicable to you during the Assignment is described in the Aegis LLC Personnel Policies Manual. The disciplinary procedure is subject to the provisions of this Agreement.

13.2 Dispute Resolution. In the event of a dispute involving this Agreement or any aspect of Employee's employment or termination thereof ("Dispute") that is not resolved under Article 13.1, the Employee and Aegis LLC must attempt to resolve it initially by at least four hours of mediation in Washington, D.C. or Arlington, Virginia, administered by the American Arbitration Association (AAA), JAMS Inc., or other bona fide provider of mediation services in accordance with the mediation rules of the AAA then in effect. If mediation is unsuccessful in resolving the Dispute, the following process applies: If Aegis LLC or the Employee (or their representative, successor, or assign) brings an action in court relating to a Dispute, the plaintiff in such action agrees to waive right to a jury trial and not to request a jury trial. If Employee seeks relief from Aegis LLC in court relating to a Dispute, Aegis LLC may at its option within sixty (60) days of service of Employee's complaint, require all or part of the dispute to be arbitrated by one arbitrator in Washington, D.C. or Arlington, Virginia, administered by the AAA, JAMS Inc., or other bona fide provider of arbitration services in accordance with the Employment Arbitration

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Rules of the AAA then in effect. If Aegis LLC opts for arbitration, the AAA's rules will be modified such that, a) the arbitrator will treat as confidential, during the proceedings and in the decision, all evidence and other information presented, and b) the optional Rules for Emergency Measures of Protections will apply upon the request of either party. The option to arbitrate any dispute is governed by the Federal Arbitration Act, and fully enforceable; provided that Employee shall not be required to arbitrate any claim for which mandatory arbitration is prohibited by the applicable provisions of the Department of Defense Appropriations Act of 2010 or other applicable law. The arbitrator's decision will be final, binding, and enforceable. In the event of Employee's actual or threatened breach of the terms of Attachment B, however, Aegis LLC may suffer immediate and irreparable harm, the amount of which may be difficult or impossible to estimate or determine. Therefore, Aegis LLC will be entitled to proceed immediately to seek an injunction, as set forth in Attachment B, without initial mediation or arbitration.

13.3 Jurisdiction and Venue. The parties agree to submit to the exclusive jurisdiction of and venue in the U.S. District Court for the Eastern District of Virginia or the Circuit Court of Arlington County, Virginia regarding litigation relating to or arising out of this Agreement or Employee's employment, or enforcement of an arbitrator's decision hereunder; provided that a) Aegis LLC may pursue injunctive action against Employee in any court of competent jurisdiction, and b) if the Employee does not have substantial assets in the United States, Aegis LLC may take legal action against the Employee before the courts of any other country in which the Employee does have such assets. Employee agrees that service of process sufficient for personal jurisdiction in any action or proceeding involving Employee may be made by registered or certified mail, return receipt requested, to the address indicated in the Agreement or by electronic service of process through the internet. The parties waive any rights they may have to assert that litigation in Virginia courts should not occur because it is inconvenient (under the doctrine of forum non conveniens).

ARTICLE 14 **CHANGES**

Aegis LLC may make changes to the work to be performed, Position, Assignment, compensation, term or terms of the Agreement consistent with its needs and the needs of its Client(s) in its sole discretion, and shall notify the Employee of such changes in writing. Aegis LLC shall specify any changes hereto. All changes will be acknowledged by the Employee in writing and be deemed accepted if not acknowledged by the Employee within 7 days of being served. Failure to accept a change may result in the termination of the Agreement. If Aegis LLC makes material changes, as determined by Aegis LLC in its discretion, to the terms accepted hereunder and the Employee fails to timely accept such terms and is terminated, Aegis LLC will pay for the Employee's transportation from Host Country to his/her home of record/point of origin.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 Amendments and Modifications. This Agreement may be revised according to any general changes that Aegis LLC may make with respect to its benefits, programs, policies, procedures, and practices relating to employment and international assignments. Employee will be subject to any revisions hereto.

15.2 Severability. If any term, clause, or provision contained in this Agreement is declared or held invalid by any court or arbitrator of competent jurisdiction, the rest of this Agreement shall remain valid. Where the basis of the invalidity is the over breadth of a term, clause, or provision, such court or arbitrator shall have the authority to reform and circumscribe the offending language in a manner that gives maximum effect to the reasonable expectations of the parties.

15.3 Governing Law and Interpretation. This Agreement shall be interpreted under the law of Delaware, where Aegis LLC is incorporated, without regard to principles of conflict of laws. In the Agreement, reference to the masculine shall include the feminine, and reference to the singular shall include the plural, as the context requires.

15.4 Employee and Employee's Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of you, your heirs, executors, administrators, legal representatives, successors, and assigns, and Aegis LLC, and its successors and assigns to which Aegis LLC may freely assign this Agreement; provided, however, that Employee may not assign or transfer any rights or obligations hereunder without the prior written consent of Aegis LLC.

15.5 Notices. Any notice to the Employee may be served by leaving it at, or by sending it by first class or certified mail, or bona fide delivery service (Fed Ex, DHL, UPS, etc.) to the Employee's last notified address or such other address (or facsimile number or email address) as the Employee may notify in writing to Aegis LLC, or by delivery by hand to the Employee or by email with a receipt acknowledgement.

Any notice to be given to Aegis LLC may be served by leaving it at, or sending it by first class or certified mail to, Aegis Defense Services LLC, 2300 Wilson Boulevard, Suite 310, Arlington, VA 22201, United States of America or to such other address (or facsimile number) as Aegis LLC may notify in writing to the Employee or by email to AegisLLC_notices@aegisworld.us with a receipt acknowledgement.

Notice served by mail shall be deemed to have been served on the date (excluding Sundays and federal holidays) 3-days following the date of posting, unless overnight delivery has been used; a recorded delivery receipt from the U.S. Post Office will be proof of service.

Notice served by facsimile shall be deemed to have been served on the date indicated on the facsimile transmission confirmation report.

Notice served by hand or bona fide delivery service shall be deemed to have been served at the time of delivery, as indicated by affidavit or bona fide receipt.

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Notice served by email shall be deemed to have been delivered when a read receipt or acknowledgment email has been received whichever is sooner.

15.6 No Waiver. No delay by Aegis LLC in enforcing its rights will prejudice or restrict its rights and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

15.7 Complete Agreement. This Agreement, which includes Attachments A, B, C, and D, and the Aegis LLC documents referenced herein comprise the entire understanding and agreement between you and Aegis LLC. This Agreement supersedes any prior oral or written Agreements, statements, representations, understandings or promises about your Assignment, or between you and Aegis LLC or the Aegis Group. Unless stated otherwise, words and expressions used in this Agreement shall have the same meaning as those in the Attachments hereto.

15.8 Headings and Counterparts. The headings used in this Agreement are intended solely for convenience and are of no legal effect. The Agreement may be signed in counterparts.

15.9 Non-Disclosure. The contents of this Agreement including Attachments A, C and D, but excluding Attachment B, are Aegis LLC Company Confidential and Proprietary and are not to be shared or discussed at any time with any third party or employee of Aegis LLC other than your immediate superior or Aegis LLC Human Resources Department. Violation of this provision may result in termination of employment. An unclassified copy of this Agreement may be reviewed at the Aegis LLC work place by your spouse, significant other, attorney, or other valid designated representative with your consent and if the reviewer agrees to be bound by a non-disclosure Agreement, and to comply with Aegis LLC procedures for handling project-sensitive materials.


ARTICLE 16 VOLUNTARY ASSUMPTION OF RISK AND WAIVER

You acknowledge and affirm that you accept this Agreement and are undertaking this Assignment (including the pre-deployment training required) voluntarily and without coercion or duress. You fully understand that your safety may be jeopardized as a result of the international and stabilization-related nature of the Assignment hereunder, and because of your affiliation with an international organization and DoS. You understand the risks inherent in the Assignment, whether due to international or domestic terrorism, civil or military conflict, or other causes. You acknowledge that Aegis LLC has advised you fully of the risks and made no representations to the contrary. You acknowledge and affirm that Aegis LLC has not made any guarantees, assurances, promises or representations regarding your safety or the absence of risk of harm from the Assignment. You understand and agree that you, on behalf of yourself, your assignees, heirs, and legal representatives, release and hold harmless Aegis LLC and Aegis Group, all of its and their respective directors, officers, representatives, agents, and contractors from liability for any bodily, physical, mental, or emotional injury, illness, impairment, disability, or death caused to you as a result of the Assignment, to include the prerequisite training, provided that the foregoing does not preclude claims for compensation or benefits under any employee benefit

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plans, policies, or programs applicable to you (including, without limitation, disability, and medical plans, policies, and programs), or under any applicable employment laws. By signing this Agreement, you certify that you have undertaken, willingly and without coercion, to perform the duties required by the Assignment, notwithstanding that your presence in the environment may subject you to injury or death. You also understand you may be obliged to remain and perform such efforts in the event of the commencement of hostilities. The Assignment may require you to perform work in a hostile environment, during crisis situations, including: the existence of a state of war or a state of emergency, whether declared or undeclared by the Host Country, the U.S. Government and/or coalition forces; the commencement of hostilities, internal strife, rioting, civil disturbance, or activities of any type that would endanger the welfare and security of persons residing in the Host Country, U.S. and allied forces and civilians. You understand that you may work at a site that may be without a doctor and/or may be several days from medical facilities, and where environmental conditions can be severe. In agreeing to this Assignment, you agree that you have disclosed to Aegis LLC prior to acceptance of this Agreement any medical condition that requires continuing care by a physician or that might prevent you from performing or continuing to perform your duties in an isolated and/or stressful environment. You understand that such conditions are not necessarily disqualifying for this Assignment, but that they must be disclosed so that they can be considered. This assumption of risk and waiver is intended to be broad, and shall apply to all such claims and causes of action, including but not limited to those arising from the threat, or actual incurrence of mental, emotional or physical injury or death, and damage to any or all personal property in your custody or control while en-route to and from, and while present at your assigned post. For purposes hereof, your "assigned post" includes the primary location of your work Assignment and any housing, as well as the areas and locations to which you travel en route, or after having arrived at the primary location of your work Assignment, any secondary location to which you may be required to deploy during the Assignment. This Article includes all activities associated with your employment, including training and deployment. This assumption of risk and waiver shall be binding on your heirs, executors, administrators, successors and assigns. By signing this Agreement and Attachments A, B, C and D hereto you acknowledge that you have read them in their entirety, and understand and agree to their contents.

David R. Bennett
Aegis LLC



Signature

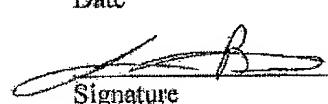
04/20/12

Date

SO AGREED:

BOATRIGHT, JASON

Name (Print)



Signature

23 APR 2012

Date

JASON@613@-ATT.NET

Employee Email